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HON. MARY K. DIMKE

10 UNITED STATES DISTRICT COURT
11 FOR THE EASTERN DISTRICT OF WASHINGTON

12 ANDREW ERICKSON, a married man,
13 and CRAIG BELFIELD, a married man,

NO. 1:23-CV-03118-MKD

14
15
16 Plaintiffs,

17 v.

PLAINTIFFS' PROPOSED
FINDINGS OF FACT AND
CONCLUSIONS OF LAW

18
19 ENVIRO TECH CHEMICAL
20 SERVICES, INC., a California
21 Corporation, d/b/a Organiclean,

22 Defendant.
23

24 Plaintiffs Andrew Erickson and Craig Belfield ("Plaintiffs") hereby submit
25 their proposed Findings of Fact and Conclusions of Law pursuant to ECF No. 58.
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27
28 **I. FINDINGS OF FACT**

29 1. In September 2019 Plaintiffs and Enviro Tech, agreed to enter into business
30 through Mike Harvey ("Harvey"), Enviro Tech's founder, and then-
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32

PLAINTIFFS' [PROPOSED]
FINDINGS OF FACT AND
CONCLUSIONS OF LAW - 1

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majority owner and Chief Executive Officer (hereinafter the “Partnership”).

2. The purpose of the Partnership was to sell specific products manufactured by Enviro Tech, namely Peraspray and Bac Stop (“OrganiClean Products”).

3. Peraspray was a highly effective, organic, and versatile cleaner that, prior to the Partnership, was only sold to manufacturers in bulk quantities. Bac Stop was a hand sanitizer.

4. Plaintiffs and Harvey agreed that the products would sell well at a retail level, in particular because of their certification as “organic.”

5. In early 2020, a global pandemic, Covid-19, began, which created a high demand for both products, but Bac Stop in particular.

6. Plaintiffs and Enviro Tech agreed to operate under simple and clear terms.

7. Erickson and Belfield would act as the sales team or brokers and locate retail customers through long-standing relationships developed over the course of their careers.

8. After establishing a new customer, Plaintiffs would send the customer information to Enviro Tech which would then make, package, ship the product, and invoice the customer directly.

9. When payment was received, Enviro Tech would deduct all manufacturing

1 costs, plus a cushion to account for fluctuations in material costs, plus a
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3 markup, which was retained by Enviro Tech only.

4 10.The remaining net proceeds were to be shared equally between Erickson,
5
6 Belfield, and Enviro Tech: a one-third share for each partner.
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8 11.For purposes of the costs, “all manufacturing costs” was intended to include
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10 raw materials, labor, product filling, product sorting, packaging, labels,
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12 preparing for shipping, shipping materials, labor for shipping,
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14 administrative expenses, and a share in Enviro Tech’s indirect and overhead
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16 expenses.
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18 12.Enviro Tech maintained complete control over all Partnership accounts,
19
20 financial records, revenues, profits, and information regarding sales.
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22 13.Enviro Tech utilized a software program called ChemPax that could readily
23
24 run a report for Partnership sales.
25

26 14.All costs plus a markup were included and automatically deducted by
27
28 Enviro Tech through the Chempax software at the time of the Partnership.
29

30 15.Plaintiffs contributed money and labor to the Partnership without receiving
31
32 reimbursement or compensation.

1 16. In December 2021, Arxada Holdings NA, Inc. (“Arxada”) acquired Enviro
2 Tech, which remains its wholly owned subsidiary for hundreds of millions
3 of dollars.
4

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6 17. Enviro Tech and Arxada terminated Harvey as CEO after the acquisition.
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8 18. In 2022, following the acquisition, Erickson and Belfield requested an
9 accounting from Enviro Tech. Enviro Tech refused to provide an
10 accounting to Plaintiffs.
11

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13 19. This was despite Enviro Tech’s exclusive control over the Partnership
14 accounting and records, and the ease with which Enviro Tech could have
15 provided the information through ChemPax.
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18 20. In November 2022, Enviro Tech notified Plaintiffs that their counsel, Jamie
19 Norman, was investigating the Partnership. Thereafter, on January 18,
20 2023, Norman informed Plaintiffs the Partnership was not profitable, and
21 there was no further action needed.
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24 21. Plaintiffs again requested an accounting to confirm Norman’s position,
25 which was denied. Plaintiffs never received a full accounting of the
26 Partnership from Enviro Tech.
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1 22.During the Covid-19 pandemic, there were Bac Stop sales made by
2
3 Plaintiffs' efforts that had not been properly allocated to the Partnership.

4 23.As of February 20, 2023, Enviro Tech was aware that the Partnership had
5
6 generated gross profits of at least \$517,168.20. Enviro Tech was in
7
8 possession of this knowledge prior to the initiation of the instant lawsuit.

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10 24.The Partnership was profitable, and did not operate at a loss for Enviro
11
12 Tech.

13 25.Enviro Tech knew that the revenues generated by the Partnership were the
14
15 result of Erickson and Belfield's years of hard work.

16
17 26.Plaintiffs Erickson and Belfield spent \$237,125.93 of their own funds from
18
19 2018 through 2022 for expenses related to the sales and growth of the
20
21 Partnership.

22 27.As of February 20, 2023, the gross profits generated by the Partnership
23
24 from Peraspray and partial Bac Stop sales totaled at least \$517,168.20,
25
26 with \$128,963.58 attributable to Peraspray sales, and the remaining
27
28 \$388,231.62 attributable to Bac Stop sales.

29 28.Enviro Tech did not properly account for additional sales of Bac Stop, and
30
31 these sales, consequently, were not properly allocated to the Partnership.
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1 29.The additional Bac Stop sales totaled at least \$411,768.38, which are
2
3 attributable to the Partnership's gross sales.

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5 30.The total gross sales of the Partnership is \$928,936.58.

6
7 31.Deducting applicable manufacturing costs, pursuant to the terms of the
8
9 partnership agreement, the total net profit from the Partnership is
10 \$667,019.73.

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12 32.Plaintiffs filed a Complaint in Washington state court on July 13, 2023.
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14 The matter was removed to Federal Court, and Plaintiffs filed an Amended
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16 Complaint on August 16, 2023. Plaintiffs' Complaints alleged causes of
17
18 action against both Arxada and Enviro Tech.

19 33.Arxada was dismissed as a defendant by the Court's Order. ECF No. 16.

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21 34.On July 10, 2025, the Court granted Plaintiffs' unopposed Motion to
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23 dismiss claims of violations of the Lanham Act, trademark infringement,
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25 and violations of the Washington Consumer Protection Act. ECF No. 94.

26 35.As a result of the July 10 Order (ECF No. 94), the Court's jurisdiction is
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28 based on diversity of the parties.

29 **II. CONCLUSIONS OF LAW**

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31 1. Washington law is applicable to the claims set forth in the Amended
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1 Complaint which have not been dismissed, which include (1) breach of
2 contract, (2) breach of fiduciary duty, and (3) accounting.

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4 2. Erickson, Belfield, and Enviro Tech, by and through Mike Harvey, entered
5 into a valid and legal partnership agreement, by way of an oral agreement.
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8 3. The Partnership intended to utilize Erickson and Belfield's labor and skill,
9 and Enviro Tech's manufactured products, to create a lawful business
10 whereby the three partners would share in profits and bear losses or
11 expenses in certain proportions.
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13

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15 4. The terms of the Partnership agreement were clear. Erickson and Belfield
16 would market and sell Enviro Tech's OrganiClean Products, that Enviro
17 Tech would manufacture and ship to the customers established by Erickson
18 and Belfield.
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22 5. After Enviro Tech deducted all manufacturing costs, the three partners
23 would share in the net proceeds in equal shares, with one-third distributed
24 to each partner.
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28 6. "All manufacturing costs" included raw materials, labor, product filling,
29 product sorting, packaging, labels, preparing for shipping, shipping
30 materials, labor for shipping, administrative expenses, and a share in
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1 Enviro Tech's indirect and overhead expenses.

2
3 7. There are no other applicable costs that can reasonably be deducted from
4 the proceeds of the Partnership sales.

5
6 8. Enviro Tech had sole and exclusive control over the accounting, records,
7 books, and customer information, including invoices and payment
8 information, for the Partnership.
9

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11 9. Enviro Tech, Erickson, and Belfield had a fiduciary relationship with one
12 another. This required the three partners to act with good faith, and the
13 partners had a duty of loyalty to the Partnership and one another.
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17 10. Enviro Tech's failure to remit any payment of the net proceeds to Erickson
18 or Belfield constitutes a breach of the Partnership agreement.
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21 11. Enviro Tech's failure to reimburse Erickson or Belfield for any expenses
22 incurred in furtherance of the Partnership agreement, as an alternative to
23 remitting payment for the net proceeds, was a breach of the Partnership
24 agreement.
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26

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28 12. Enviro Tech concealed the accounting, net proceeds, and cost information
29 from Erickson and Belfield. Such concealment was a breach of Enviro
30 Tech's fiduciary duty.
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1 13.Enviro Tech's failure to produce an accounting, when requested by
2 Erickson and Belfield, constitutes a breach of the Partnership agreement.
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4 14.Enviro Tech's failure to produce an accounting, when requested by
5 Erickson and Belfield, constitutes a breach of Enviro Tech's fiduciary duty
6 and RCW 25.05.160.
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8

9 15.Enviro Tech, as the partner in control of the partnership records and
10 accounts, has the burden of proof to show the partnership funds were used
11 for partnership purposes.
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14 16.Enviro Tech did not establish the Partnership funds were sufficiently
15 utilized for Partnership purposes.
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18 17.Enviro Tech did not maintain accurate accounting records for Bac Stop
19 sales.
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22 18.Due to Enviro Tech's refusal to provide an accounting to Erickson and
23 Belfield, Plaintiffs were forced to file the instant lawsuit in order to protect
24 partnership assets, ensure comingling of partnership assets did not occur,
25 and to receive an accurate accounting.
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29 19.Enviro Tech knew, as of February 20, 2023, that the Partnership was
30 profitable, but concealed that fact from Erickson and Belfield, and
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32

1 withheld net proceeds that Erickson and Belfield were entitled to receive.

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3 20. Because Plaintiffs were required to file this lawsuit in order to force Enviro

4 Tech to comply with its fiduciary duties as a partner, and because Enviro

5
6 Tech is in breach of its duties, the Court has the equitable authority to

7
8 require Enviro Tech to share in the expense of the lawsuit.

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10 21. The Court has equitable authority to permit Plaintiffs to recover each's

11 one-third share in the additional Bac Stop sales.

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13 22. Plaintiffs are each entitled to his one-third share of the total net profit from

14 the Partnership and sales of the OrganiClean Products, including additional

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16 Bac Stop sales.

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18 23. Plaintiffs are entitled to reasonable attorney fees and costs.

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20 24. Plaintiffs are entitled to prejudgment and post-judgment interest at a rate of

21
22 12% per annum.

23
24 RESPECTFULLY SUBMITTED this 5th day of September, 2025.

25
26 ETTER, McMAHON, LAMBERSON,
27 VAN WERT & ORESKOVICH, P.C.

28
29 *s/Maija M. Druffel*

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